



Price Agreement Amendment

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Printed: 9/6/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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EPRESENCE INC
120 FLANDERS RD
WESTBORO MA 01581

SOFTWARE - BANYAN

Amendment Date: 09/05/2002
Original Award Date: 10/16/1998
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

3

Award Number

68M00211018

Effective Period:

10/01/1998 - 09/30/2003

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #3

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-249		677	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #3 CHANGE TO PO #68M00211018 DATED 10/16/98. EFFECTIVE PERIOD HAS BEEN MODIFIED: FROM: 10/1/98 - 9/30/02 TO: 10/1/98 - 9/30/03				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PRICE AGREEMENT AMENDMENT**

EFFECTIVE DATE OF AMENDMENT: 6/1/00

MPA #249-9-677

APA#

AMENDMENT NUMBER: 2

CURRENT AGREEMENT PERIOD: 10/1/98 to 9/30/00

COMMODITY/SERVICE DESCRIPTION: SOFTWARE - BANYAN

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

**APPROVED FOR THE STATE OF RHODE ISLAND: Stephen A. Vieira
Administrator, Purchasing Systems**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
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SEE BELOW

This is a notice of award amendment, not an order. The Price Agreement named above is hereby amended and/or modified as follows:

[X] The agreement period has been modified FROM: 10/1/98 to 9/30/00

TO: 10/1/98 to 9/30/02

[] The list of items covered and/or pricing for the items covered by the agreement has been modified. The items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A – Pricing, attached hereto.

[X] Change Vendor Name as follows:

**FROM: 249-0-677-1
042-79-8394
BANYAN SYSTEMS
120 FLANDERS ROAD
WESTBORO, MA 01581**

**TO: 249-0-677-1
04-2798394
ePRESENCE, INC.
120 FLANDERS ROAD
WESTBORO, MA 01581**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PRICE AGREEMENT AMENDMENT**

EFFECTIVE DATE OF AMENDMENT: 6/1/00

MPA #249-9-677

APA#

AMENDMENT NUMBER: 2

CURRENT AGREEMENT PERIOD: 10/1/98 to 9/30/00

COMMODITY/SERVICE DESCRIPTION: SOFTWARE - BANYAN

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

**APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
----------------------------------	------------------------------	------------------

SEE BELOW

This is a notice of award amendment, not an order. The Price Agreement named above is hereby amended and/or modified as follows:

[X] The agreement period has been modified FROM: 10/1/98 to 9/30/00

TO: 10/1/98 to 9/30/02

[] The list of items covered and/or pricing for the items covered by the agreement has been modified. The items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A – Pricing, attached hereto.

[X] Change Vendor Name as follows:

**FROM: 249-0-677-1
042-79-8394
BANYAN SYSTEMS
120 FLANDERS ROAD
WESTBORO, MA 01581**

**TO: 249-0-677-1
04-2798394
ePRESENCE, INC.
120 FLANDERS ROAD
WESTBORO, MA 01581**



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 222-2317
Fax: (401) 222-6387
TDD: (401) 222-1228
Web Site: www.purchasing.state.ri.us

MPA NUMBER: 249-0-677

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MASTER PRICE AGREEMENT
COMMODITY: SOFTWARE - BANYAN
EFFECTIVE PERIOD: 10/1/98 - 6/1/99

AMENDMENT # 1

VENDOR: 042-79-8394
BANYAN SYSTEMS, INC.
120 FLANDERS RD.
WESTBORO, MA 01581

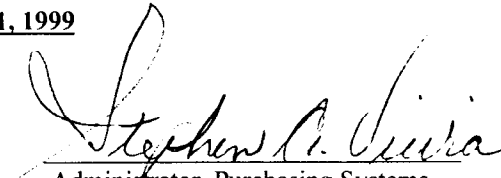
BUYER: LINDA P. ROCHE/act  **TELEPHONE NUMBER:** 401-222-2142 EXT. 118

The subject Master Price Agreement is herewith amended and/or modified as follows:

- [X] The agreement period has been modified.
The end date has been extended from 6/1/99 to 9/30/00.
New contract period 10/1/98 to 9/30/00.
- [] The list of items covered and/or authorized pricing for the items covered by the agreement has been modified; the items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A, attached hereto.
- [] Other.

DATE ISSUED: March 31, 1999

APPROVED FOR THE STATE OF RHODE ISLAND:


Administrator, Purchasing Systems

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Office (401) 222-2317
Fax (401) 222-6387
TDD (401) 222-1228

MPA NUMBER: 249-9-677

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MASTER PRICE AGREEMENT
COMMODITY: SOFTWARE - BANYAN

VENDOR: 042-79-8394

BANYAN SYSTEMS INC.
120 FLANDERS RD
WESTBORO, MA 01581

TELEPHONE #: 508-836-2379

FAX#: 508-836-4668

TERMS : NET 30

CONTACT PERSON : PATTY RITCHWELL

AGREEMENT PERIOD: 10/1/98-6/1/99

BUYER: LINDA ROCHE/sc

TELEPHONE NUMBER: (401) 222-2142 EXT. 118

This is a notice of award, not an order. No action is to be taken except as specifically authorized, as described below under **AUTHORIZATION AND RELEASE**. Any quantity reference in the agreement or in the bid preceding it are estimates only, and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term.

This agreement, and any release(s) against it shall be subject to the provisions of Title 37, Chapter 2 of the General Laws of the State of Rhode Island.

SCOPE AND LIMITATIONS - This Master Price Agreement covers requirements as described in Attachment A, initiated by State agencies (or political subdivisions, as authorized by law and if indicated below) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the Division of Purchases.

[X] **Political subdivisions, as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).**

ENTIRE AGREEMENT - This Master Price Agreement with all attachments, and the terms and conditions outlined in GSA pricing, constitutes the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State.

[X] Additional terms and conditions outlined in Attachment B are incorporated and made part of this Agreement.

PRICING - All pricing shall be as described in Attachment A, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices shall be quoted F.O.B. Destination with freight costs prepaid and allowed. Taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

AUTHORIZATION AND RELEASE - Agencies shall request release as follows:

For single deliveries and/or billings by use of a Direct Purchase Order (OP-5). (No dollar limit if used against this Master Price Agreement.)

For multiple (blanket) deliveries and/or billings, by use of a Miscellaneous Encumbrance (A-45). Payments must be made on an Invoice Voucher (A-12).

All releases shall reference the Master Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A. Further, unless a release for a single delivery and/or billing, the release shall specify the period covered.

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the State Controller, except for DPO transactions, which may be authorized directly by the requesting Agency.

Unless otherwise specified, all unused blanket commitments and/or unexpended funds allocated for any fiscal year shall be automatically canceled as of the end of the State fiscal year.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all non-conforming goods, and to cause their return for credit or replacement, at the State's option

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c) Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price

CANCELLATION AND TERMINATION - This Master Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD**, or on any other date mutually agreeable to both parties. The vendor acknowledges that blanket commitments are subject to the continued availability of appropriated funds and a determination of continued need.

INVOICING - Invoicing against this Master Price Agreement shall be as follows:

If authorized by a DPO, when all deliveries/services have been completed, or

If authorized by an ME, on a monthly basis.

All invoices shall reference the Master Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A. Invoices for items not received or for work not yet performed will not be honored.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against the Master Price Agreement, as described below:

Mail reports to: State of RI, Division of Purchases, One Capitol Hill, Providence, RI 02908,
Attention: Linda Roche, Senior Buyer.

- [] Items listed in Attachment A which have had no release activity during the period,
- [] Billing volume, in total, by month,
- [] Shipment quantity during the period, by major classification (as identified by Attachment A),
- [] Shipment quantity during the period, by item (as identified by Attachment A),
- [] Other

DATE ISSUED: OCTOBER 16, 1998

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems
